

Terms and Conditions for AI BUYING ASSISTANT

Date: October 2, 2024

1. DEFINITIONS

PROVIDER – the provider of the Software and Services around the software solutions with the registered Address of Mysupply Operations GmbH, Jungfernstieg 7 in 20354 Hamburg, Germany

PROCUREMENT USER(S) – The user from the procurement team, that orchestrates buying processes and administers the mysupply Solution

REQUESTOR USER(S) – End requestor from non-procurement departments using the AI Based Chatbot to create Purchasing Requests and provides feedback to the fit of the quotation

USERS are the PROCUREMENT USERS and REQUESTOR USERS mentioned jointly

SERVICE – Services the platform offers for PROCUREMENT USERS and REQUESTOR USERS as well as Customer Success Management and Support by mysupply

SUBSCRIPTION - License for the SERVICES that is booked on an annual basis

SYSTEM OF ORIGIN - is either the ERP-System or SRM-System the customer uses. This is typically the starting point and the system where Purchasing requests are created.

SOLUTION – mysupply AI BUYING ASSISTANT software product that is provided to the customer

CUSTOMER(S) – Organizations that use or have purchased the SOLUTION and represent a legal entity of the PROCUREMENT USERS and REQUESTOR USERS.

PARTNER(S) – 3rd Party Implementation or Service providers, that have a separate valid Partnership Agreement with the PROVIDER and the CUSTOMER. The PROVIDER shall not be liable for their Contracts and Services Provided to the CUSTOMER.

2. ACCEPTANCE OF TERMS

By using the mysupply SOLUTION, the users accept these terms and conditions also on behalf of their organization. These terms and conditions will be published on the PROVIDERS Website (mysupply.ai) and might change due to updates or modifications of the SOLUTION or to meet changing legal and regulatory requirements. Also to adjust these terms and conditions to the latest practices and market needs, they can be updated on the website of the PROVIDER.

Always the terms and conditions published on the website represent the latest version. Older Version are regarded as discontinued if new version of these terms and condition is published on the website of the PROVIDER.

3. USER ACCOUNTS

User Accounts are named accounts and bound to the email address of the respective PROCUREMENT USER or REQUESTOR USER. A transfer is of open LICENCES to other Users is possible, but LICENCES must not be shared between users. Therefore, every user shall have

his/her own license and keep user credentials and passwords secret and not shared with others. The distribution of LICENCES is controlled by the project manager of the customer. In case of non-compliance with the terms and conditions or unpaid or overdue invoices, the PROVIDER may suspend the licenses until the invoices are paid in full.

4. SUBSCRIPTION & PAYMENT TERMS

Subscription licenses are to be paid annually in advance and renew automatically for one year if not terminated with a notice period of 90 days to the end of the subscription period.

5. LICENSE AND RESTRICTIONS

Area	Functionality	AI Buying Assistant (Intake Management)		
		Standard	Premium	
Request Submission	Requestor Submission Chatbot	x	x	
	Upload of Quotes and other Documents by Requestor	x	x	
	Extraction of information from Quote/Document submitted	-	x	
	Check in Uploaded Catalogues and Contracts (alternative Freetext PR Created)	x	x	
	Dynamic Enrichment of Missing information for Request/Tender	-	x	
	AI Supported Category Matching	-	x	
	Category Management Table for Routing to right system/process	-	x	
	Evaluation (accepting/rejecting) of offers by requesters	-	x (requires Sourcing)	
	PR in Connected System (depending on integration)	x	x	
	Access to Purchaser Knowledge Base	x	x	
Support and Education	Access to Requestor Knowledge Base	x	x	
	Access to Supplier Knowledge Base	-	-	
	Access to Self-Service Setup Materials	x	x	
	Partner Based Support	x	x	
	Chatbot Automated Support	x	x	
	Human Support	100€/h	x	
	Human Success Management		x	
	Access to mysupply Procurement Transformation University	x	x	
	Integration	Universal Connector (Punch-Out Catalogue Integration)	x	x
		Excel Upload of Catalogue items	500	unlimited
Excel upload of Contract items		500	unlimited	
Punchout Level2 - Live update Integration for Catalogues		-	unlimited	
Premium Integration Plugin (for SAP4/HANA, SAP Ariba)		-	x	
Customizable 3rd Party Integration Technologies enabled		-	x	
Customization	Amazon Business Integrated Quoting API Usage	-	-	
	Setup of Customized Questions per Request	3 for all types of requests	unlimited/Category	
	Adjustment of Prompts for Request Collection	10	unlimited	
	Adding Prompts for additional non request related questions	-	unlimited	
Pricing	Logic	2	all available user/month	
	Price	Flat price		
	Recurrence	99,00 €	1,00 €	
	Minimum Users (End-Users)	Per Month	per Annum	
	incl. Procurement users	500	500	
		5	no limitation	

For Premium AI Applications (i.e. Quote document extraction, Request extraction,...) the CUSTOMERS AI tokens will be used. If the CUSTOMER does not have an OpenAI based subscription, mysupply will invoice these additional costs based on consumption with a separate invoice at the end of each month.

License granted to users are non-transferable, limited user licenses. The CUSTOMER is not allowed to resell, reverse engineer or distribute licenses without written consent by the PROVIDER.

6. USER OBLIGATIONS AND CONDUCT

The USERS agree to the PROVIDERS code of conduct listed under: [Code of Conduct – mysupply](#)

The USERS are responsible for user-generated content, data input, and ensuring the legality of their activities while using the software. They should at all times be compliant with relevant laws and regulations and indemnify the PROVIDER from all breaches of such regulations and laws caused by the USERS of the CUSTOMER.

7. INTELLECTUAL PROPERTY RIGHTS

Software rights, trademarks, logos and other intellectual property are the property of the PROVIDER. Upon full payment of the agreed remuneration, the CUSTOMER receives the simple, spatially unlimited right to use, duplicate, edit and combine the work results with other programs or materials for internal applications and purposes, limited in time to the term of the contract.

The information and images used by the PROVIDER in the work result are protected by copyright. All rights reserved.

The PROVIDER reserves the right to archive the work results and to continue to use the know-how acquired during the development without restriction, e.g. to develop new work results based on them and to transfer these new work results, which may be similar to the work results delivered to the CUSTOMER, to third parties.

8. DATA PRIVACY AND SECURITY

The CUSTOMER and its USERS are aware and accept the privacy and general terms as well as GDPR Standards of the PROVIDER. The latest version can be accessed at any time at [Privacy policy \(mysupply.ai\)](#), [mysupply Terms – mysupply](#)

9. TECHNICAL REQUIREMENTS

The SOLUTION is accessed (cloud-based) via telecommunication over the Internet using Secure Socket Layer (SSL) encryption. The provision of the necessary minimum technical requirements for the workplaces and the telecommunications services is the responsibility of the CUSTOMER. This also includes appropriate firewall settings for access to the PROVIDERS platform by customer employees, as well as ensuring smooth email receipt from e-mail addresses with @mysupply.de / @mysupply.io domains for the necessary employees (SPAM filter rules).

The SOLUTION is integrated via Catalog Punchout, either using the cxml or the Secure OCI protocol. The PROVIDER will support the CUSTOMER with documentation and a dedicated integration endpoint but is not responsible for conduction of the integration.

10. SERVICE LEVELS

In principle, mysupply provides the respective service recipient with the possibility of using the software 24 hours a day, 365 days a year.

11. RESPONSE TIMES FOR SOFTWARE LICENSING

The PROVIDER guarantees a maximum response time of 2 working days after submitting the error in the event of errors. Working days are all calendar days that are not Sundays or public holidays in Germany. mysupply will do everything possible to rectify the error as quickly as possible. Due to the cloud-based provision of the software, troubleshooting is only possible if the underlying cloud server works error-free. The provider has no influence on this.

12. AVAILABILITY

The PROVIDER is entitled to maintain the system and perform data backups of the software and/or hardware systems outside the agreed system running times, in the case of 24/7 operation every Sunday between 2 p.m. and 6 p.m. CET ("Planned Unavailability"). Planned unavailability outside the stated times must be agreed in text form. In the case of important reasons, the beneficiaries will not unreasonably withhold their consent.

13. USE DURING PERIODS OF PLANNED UNAVAILABILITY

If and insofar as the respective service recipient can use the software in times of planned unavailability, there is no legal claim to this. If there is a reduction or discontinuation of performance during the use of the software in times of planned unavailability, there is no entitlement to warranty or damages.

14. DATA OWNERSHIP

The data and documents provided by the customer (e.g. tender information) remain the property of the customer. This data is not shared by mysupply with other CUSTOMERs but is shared with suppliers to process the intended purpose of the mysupply platform. mysupply will algorithmically analyze and exploit this data as part of the cooperation.

Platform standard components, data and algorithms provided by mysupply remain the property of Mysupply GmbH and are made available to the customer by right of use within the scope of the license agreement.

Data that arises within the scope of the project or is procured specifically for the customer remains the property of the respective owners or Mysupply GmbH/Mysupply Operations GmbH as far as legally permissible.

In case the CUSTOMER asks for additional data, this might result in additional costs.

15. LIMITATION OF LIABILITY

The PROVIDER shall not be held liable in case of software errors, bugs, downtime and loss of data, as well as other damage caused using the freemium version of the SOLUTION. For all other licenses the liability is defined in the respective separate licensee contract. CUSTOMER Terms and Conditions are excluded for the use of the Freemium Version of the SOLUTION. For all other licensees, a separate contract shall be put in place. The CUSTOMER indemnifies the PROVIDER from warranties related to the use of the SOLUTION.

The USERS – also on behalf of the CUSTOMER - agrees to indemnify the PROVIDER against any claims, damages, or expenses arising from their use of the service.

16. TERMINATION AND SUSPENSION

Product licenses are automatically extended at the end of the term, for a further period, unless a written termination is made up to 3 months before the end of the term. The corresponding renewal period is calculated according to the terms of the original agreement. Thus, annual licenses are automatically renewed for another year, 2-year licenses for another 2 years, etc. A corresponding invoice is received by the customer on the first day of the new license term and is due for payment with the above payment term of this contract. If payments are not received in accordance with the first instance, mysupply shall be entitled to block access to the platform immediately.

17. MODIFICATIONS TO THE SERVICE

The PROVIDER reserves the right to modify, suspend, or discontinue part of or the entire service offering on the PROVIDERs sole discretion.

18. THIRD-PARTY SERVICES

As the provider is relying on third-party services, such as but not limited to, AWS for Hosting, Public Large language models and other service providers. The PROVIDER shall not be held liable for their services. The PROVIDER will ensure constant monitoring of these services but cannot guarantee uptime, availability or data accuracy of those external services. For the use of Premium Version services such as Document Parsing, Extraction and Processing of Quotes or Requirements the AI instance of the CUSTOMER should be used. If this is not possible or desired by the CUSTOMER, the PROVIDER will charge the respective costs through a monthly invoice to the CUSTOMER in addition to the license fees.

15. GOVERNING LAW AND JURISDICTION

The contracts concluded in connection with the use of the online platform shall be governed exclusively by German law to the exclusion of the norms of international private law and the UN Convention on Contracts for the International Sale of Goods.

16. DISPUTE RESOLUTION

Any disputes arising from the use of the PROVIDERS SERVICE shall be resolved in good faith prior to legal interventions.

17. AMENDMENTS

These terms and conditions can be amended by the PROVIDER at any time. The updates will be published on the PROVIDERS website for the CUSTOMER to review on a regular basis.

In extension to these terms, the [mysupply Terms](#), as well as a valid license contract Products shall be complied with.

18. CONTACT INFORMATION

USERS as well as the CUSTOMERS representative shall contact the Implementation partner for support and any issues with the SOLUTION. In case there is no PARTNER engaged, the PROVIDER will function as the PARTNER. In this case the USERS shall submit their request through the platforms support chat for speedy support. For license upgrades the CUSTOMER shall contact the PROVIDERS sales team at hello@mysupply.ai to obtain consultation and an appropriate quote.